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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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| CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation;<br><br>Plaintiffs,<br><br>vs.<br><br>GERALD ARMSTRONG; DOES 1 through 25, inclusive,<br><br>Defendants. | CASE NO. BC 052 395<br>(Marin County Sup. Ct. Case No. 152 229<br><br>OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION<br><br>DATE: 5/14/92<br>TIME: 8:30 A.M.<br>DEPT: 86<br><br>No Trial Date<br>No Discovery Cut-off<br>No Motions Cut-off |

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By this Motion, Plaintiff, Scientology, seeks the type of judicial stamp of approval over an obstruction of justice so criticized in Mary R. v. B & R Corporation, (1983) 196 CR 781, 149 Cal.App.3d 308, i.e. in order that witnesses cannot communicate to parties in litigation. [1]

## I. PROCEDURAL HISTORY

1. In 1984 the Honorable Judge Paul C. Breckenridge, Jr., now retired, tried a complaint (Ex. 1-B)[2] by Scientology against Defendant Armstrong (Armstrong I, Case No. C 420153), claiming conversion of numerous Scientology documents that revealed falsehoods by Scientology concerning the life history of its founder, L. Ron Hubbard, and revealed crimes by Scientology against individuals and public entities. Included were certain tape recordings of Scientologists and their lawyers planning I.R.S. tax frauds [3] Judge Breckenridge ruled (Ex. 1-B; Ex. A,) that Armstrong's taking of the documents was proper because of

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[1] Many Appellate Court decisions have noted Scientology's "litigious" history. Scientology v. Tax Comm., (1984) 124 Misc. 2d 720.

[2] EX "I" series refers to exhibits ( in which Ex. I- 1 requests judicial notice thereof) in Evidence in Support of Defendant's Opposition to Scientology's Motion for Preliminary Injunction Vol I and Vol II filed 3-16-92. Ex "2" refer to exhibits to declaration of Gerald Armstrong filed 3-16-92. "Ex" without numbers refer to additional exhibits filed with this brief in case prior filings are lost and for court convenience.
Armstrong incorporates the brief of Amicus Yanny.

[3] For discussion of content see United States v. Zolin, (6/20/90) 90 Daily Journal D.A.R. 6890; United States v. ZOLIN (9th Cir. 1987) 809 F.2d 1411; United States v. Zolin (1980) 109 S.Ct. 2619).

Scientology's practices of **"fair game"** (authorization to harass or destroy its enemies). [4] Specifically, Judge Breckenridge wrote (Ex.1-G;Ex A, pp 7-9):

**"As indicated by factual findings, the court finds the testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan, Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas, and Howard Schomer [5] to be credible, extremely persuasive. . . The picture painted by these former dedicated Scientologists, all of whom were intimately involved with... the Scientology Organization, is on the one hand pathetic, and on the other, outrageous. Each of these persons literally gave years of his or her respective life in support of a man, LRH, and his ideas. Each has manifested a waste and loss or frustration which is incapable of descriptin. Each has broken with the movement for a variety of reasons, but at the same time, each is, still bound by the knowledge that the Church has in its possession his or her most inner thoughts and confessions, all recorded in "pre-clear folders" or other security files of the organization, and that the Church or its minions is fully capable of intimidation or other physical or psychological abuse if it suits their ends. The record is replete with evidence of such abuse.**

**" . . . In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background, and achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile.**

" 2. Following, Scientology entered into a written settlement with Armstrong on his pending cross-complaint for harassment, the subject of this request for a restraining order.

3. The contract (Ex 2-D; D) is designed to obstruct justice,

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[4] See Footnote 27, infra.

[5] Note these are the same witnesses that subsequently appear on the contracts that require these witnesses not to cooperate, testify, or be interviewed by adverse Scientology litigants (Ex. 1-g; Ex. C). In said Exhibit, there are no "fees and expenses" for the first six listed. These individuals were brought into the "global" settlement and paid monies, despite having no litigation.

eliminate the "findings" of Judge Breckenridge (Ex 1-X), and prevent such findings from re-surfacing again in litigation.

4. First, the decision allowed for an appeal to continue on Judge Breckenridge's ruling wherein Defendant Armstrong would file no further oppositions thereto. (See paragraph 4A, Ex. 2- D; D). A side agreement made between Scientology lawyers and Michael Flynn, who represented Armstrong, provided if a new trial occurs Scientology would limit its damages against Armstrong to $25,000, which would be reimbursed through Scientology lawyers to Michael Flynn (Exh. D2). Needless to say, neither Judge Breckenridge, nor the Court of Appeals was so advised of this collusion.[6]

5. Second, the next obstruction provision states Defendant Armstrong will not speak to, assist, be interviewed by, or attend any trial on behalf of, any adverse Scientology litigant. Further, he is to make himself non-amenable to service of process. (Ex. 2-D; D, paragraphs 7G, H, I) [7]

6. Third, the agreement called for the return of all

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[6] See 12-11-86 transcript (Ex. 1-J, p. 2). Plaintiff attorney, Larry Heller, in his declaration, attempts to further this collusion by stating "only Armstrong's cross-complaint was involved in the settlement." Dec. of Heller in support of Motion for Preliminary Injunction, Ex. 4 at

[7] This agreement was part of the "global" settlement with everyone who testified on Armstrong's behalf. Some had filed lawsuits, others made no claims (Exhs.C,G). Thus, Scientology purchased the silence of all its adverse witnesses. The rulings that ultimately this court makes will extend beyond just the parties. It will extend to all other unfortunate witnesses, who are afraid to talk for fear of civil lawsuits and restrainingorders such as being presented here, and more important it will affect the many individuals, organizations, and governmental agencies who are continually sued by Scientology. Attorney Ford Greene and the undersigned, see our client as not just Mr. Armstrong, but the judicial system itself.

Scientology documents indicating Hubbard had lied about his history and describing Sicentoloty crimes, despite Judge Breckenridge ruling Armstrong could keep and freely discuss them (Ex I-G at p3).[8] The purpose was to keep the documents from other litigation and out of the court file. The Department of Justice and the I.R.S. were aware documents included plans of an I.R.S. fraud (see Zolin, fn, p. 2, paragraph 1; 90 D.A.R. 6890 June 20, 1990 Ex 1-KK). The government had instituted litigation to obtain these tapes over claims of attorney/client privilege (ultimately they succeeded, Zolin, supra). The herein agreement called for Armstrong's assistance in returning these tapes to Scientology in any way possible (Exh. D, paragraph 7E).

7. Seven years later, Scientology brought an action in Armstrong I (Ex 1-FF) seeking the identical restraining orders sought herein. The Honorable Judge Bruce R. Geernaert (Judge Breckendrige retired) on December 23, 1991, [9] having reviewed the same papers before this court, denied injunctive relief. He did so

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[8] Early in Armstrong I Plaintiff attempled to silence Armstrong by injunction (Exs. I-D, I-D-1, I-D-2).

[9] This Motion was an attempt to circumvent the order of Judge Raymond Cardenas in Department 4 made in the case of Religious Technology Center, et al v. Joseph Yanny (an attorney). Mr. Yanny is accused in said action of being a former Scientology attorney who is giving legal advice to Mr. Armstrong. Scientology brought an injunction against Mr. Yanny to prevent legal services, etc. to the herein Defendant. Judge Cardenas ordered an injunction against giving legal services, noting that Mr. Yanny cannot be harmed since he has denied he did the same. Specifically, the court noted that Mr. Yanny was free to talk to Mr. Armstrong, and to gather evidence from Mr. Armstrong in preparing his case (Exh. E, pp 4 and 6). The T.R.O, however, granted by Judge Dufficy on March 23, 1992 (Exh. B), prevents Judge Cardenas' order in Yanny from being implemented, thus violating Mr. Yanny's rights to defend himself (Exh. E).

on the grounds that while the record is clear Judge Breckenridge was to be provided a copy of the settlement agreement, he never, in fact, was (See Minute Order, Exh. D1) and never read it. In so ruling he made a factual finding Judge Breckenridge never read it, because he would not have approved it, the same violating public policy (Ex. 1-T; Ex. F, p. 52).

8. Specifically, Judge Geernaert stated:

**"And I make sure that it is the kind of clear and concise order that can be the subject of a contempt proceeding. So my belief is Judge Breckenridge, being a very careful Judge, follows about the same practice and if he had been presented with the whole agreement and if he had been asked to order its performance, he would have dug his feet in because that is one of the -- I have seen -- I can't say --I'll say one of the most ambiguous, one-sided agreements I have ever read. And I would not have ordered the enforcement of hardly any of the terms had I been asked to, even on the threat that, okay, the case is not settled.**

**I know we like to settle cases. But we don't want to settle cases and, in effect, prostrate the court system into making an order which is not fair or in the public interest.**

**So basically, I have to conclude based on the record that there was no order; simply, he wasn't presented the order. He was not asked to order its performance. He didn't order its performance (Ex. 1-T; F, p. 52)."**

9. Scientology then re-filed for the same relief per a breach of contract theory in Marin County (Armstrong II). Marin County transferred the herein case back to Los Angeles. [10]

10. Scientology then moved the court in Department 85 for a Preliminary Injunction scheduled for April 28, 1992. After Defendant Armstrong filed a Notice of Related Case, Department 1 re-assigned the herein action (Armstrong II) back to Judge Geernaert. Not surprisingly, on April 28, 1992, Scientology served

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[10] Before doing so, Judge Dufficy signed a T.R.O. without addressing the merits (Exh. B, pp. 4 and 7). Scientology also **falsely** told Judge Dufficey Judge Breckenridge approved the agreement. See Plaintiff's P&A's, p11, l5-6.

Judge Geernaert a previously prepared 170.6 affidavit, sending this case to Dept 86.

## II. OBSTRUCTION OF JUSTICE

11. There are clauses, other than what is mentioned above, in the subject contract, and in the request for injunctive relief, denying Defendant Armstrong freedom of speech, i.e., the right to comment on his 17 years of his life. Our opposition is the contract resulted from duress, mistake, unfair pracrtices improper legal representation (Armstrong's attorney, Michael Flynn was also a plaintiff against Scientology, and received payments of over $1,000,000 when he and his clients signed these agreements, Ex. 2-L; Ex. C), is overbroad, vague[11], not mutual,[12] not proper subject of equitabale remedy, restrains trade[13] and because freedom of speech cannot be enjoined. [14] If, in fact, a lawful contract has

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[11] Long Beach Drug Co. v United Drug Co.13 Cal2d 158; Lind v Baker48 C2d 234; Hunter v Sup. Ct. 36 CA2d 100; Tamarind Litho v Sanders 143 CA3d 571, 575.

[12] Plaintiff argues it may speak of Armstrong in libelous terms, i.e. Armstrong planted forged documents in Scientology, but Armstrong must remain silent to the charges. (Ex 1-DD at p. 14; Ex 2-E thru K; Ex 1-EE). Plaintiff is thus **estopped.** Mattei V. Hooper (58) 51 Cal2d 119, 122; Lorwin v Southern Calif. & IGB Inv.Co. 101 CA3d 606, 637; Harpee v. Goldschmidt 156 C. 245.

[13] The agreement is also an illegal restraint on trade. B&P 16600

[14] "The loss of First Amendment freedoms, for even **minimal periods of time**, unquestionably constitutes irreparable injury." Elrod v. Burns (1976) 427 U.S. 347, 373-74, 49 L.Ed.2d 547; C.B.S., Inc. v. U.S. District Court (9th Cir. 1984) 729 F.2d 1174, 1177, 1183. The requested injunction is a forbidden prior restraint. Nebraska Press Asoc v. Short 427 US 539, 559; Organization For a Better Austin v Okeefe 402 US 415.

been breached, the remedy is damages. [15]

12. Most important, the contract illegally attempts to prevent testimony in any litigation involving Scientology.

**A. THE CONTRACTS VIOLATE PUBLIC POLICY**

13. As stated, Judge Bruce R. Geernaert already ruled on the violation of public policy, i.e.[16] Judge Breckennridge never read or made an order based upon the agreement, finding Judge Breckenridge never would approve the agreement, even if it ended settlement, because the agreement violated public policy. [17]

14. Public policy has been defined as **"anything which tends to undermine that sense of security for individual rights, or personal liberty or private property, which any citizen ought to feel is against public policy."** Safeway Stores v. Hotel Clerks etc. Association, 41 Cal. 2d 567, 575, 261 p2d 721 (1953).

15. Public policy prevents contracts to suppress facts from judicial proceedings. In Mary R. v. B & R Corporation, (1983) 196 CR 781, 149 Cal.App.3d 308, a trial court approved settlement stipulation not to discuss events was set aside when the attorney general's office sought to investigate. The appellate court held that placing a witness under fear prohibited lawful investigation and **"A law established for public reason cannot be waived or circumvented by a private act or agreement."**

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[15] The agreement calls for liquidated damages though the Defendant challenges the legality of same. (Exh. D, paragraph 7D).

[16] See companion Request for Judicial Notice and Application of Collateral Estoppel.

[17] See paragraph 8, Supra; see Request for Judicial Notice filed with this brief.

16. In Tiedje v. Aluminum Paper Milling Co., 46 C. 2d 450, 454, 296 P2d 554 (1956), the court explained the principles of public policy are in **"regard for a higher interest -- that of the public, whose welfare demands that certain transactions be discouraged."**[18]

**B. THE FACT THE AGREEMENT IS PART OF A SETTLEMENT AGREEMENT IS IRRELEVANT**

17. Mary R., supra. This case and People v. Dean Richard Pic'l, 31 Cal. 3d 731, 183 Cal. Rptr. 685, 646, p. 2d 847 (1982) (see infra) dictate no court can order the injunction sought.

18. In Mary R., the Appellate Court reversed a trial approved settlement wherein plaintiff could not discuss her complaint against a doctor, calling it a **"ploy obviously designed by the physician to aid him to avoid the professional regulation . . . "** and putting a judicial approval on an act to obstruct justice. Defendant asks this court not to do the same.

19. Civil lawsuits are brought under color of law, and Defendant has the same right to investigate as did the BMQA in Mary R.

20. The United States Supreme Court in Precision Co. v. Automotive Co., 324 U.S. 806 (1944) ruled invalid settlement contracts seeking to secure silence in future litigation. During an initial battle for patents, Automotive learned certain testimony was perjured. Instead of revealing the fraud, Automotive procured an outside settlement agreement with the perjurer, barring him from

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[18] See also Brown v Freese 28 Ca2d 608; Allen v Jordanos 52 CA3d 160; Agron v Shapiro 127 CA2d Supp 807, 273 P2s 631; Morey v Paladini 187 C. 7272, 738.

every questioning the validity of Automotive's patent. Through its settlement agreement Automotive procured silence. The Supreme Court stated the issues reached beyond the litigants and affected the public at large:

**"The far-reaching social and economic consequences of a patent, therefore, give the public a paramount interest in seeing that patent monopolies from backgrounds free from fraud or other inequitable conduct and that such monopolies are kept within their legitimate scope. The facts of this case must accordingly be measured by both public and private standards of equity. And when such measurements are made, it becomes clear . . .Automotive knew and suppressed facts that, at the very least, should be been brought to the attention of the patent office, especially when it became evident that the interference proceedings would continue no longer . . . "**

20. In Fong v. Miller, 105 Cal. App. 2d 411, 233 p2d 606 (1951) enforcement of such settlements was denied:

**"Appellants bitterly complain that the court's action leaves the Respondent unjustly enriched. The complaint is a familiar one, it is generally made by those who, deeming themselves wronged by their companion in illegal ventures, find themselves denied of any right to enforce their unlawful agreements. Their pleas have always been unavailing. This rule is not generally applied to secure justice between parties who have made an illegal contract, but from regard for a higher interest -- that of the public,whose welfare demands that certain transactions be discouraged."** (at 414-415).

21. And, in Tappan v. Albany Brewing Co., 80 Cal. 570, the court invalidated a settlement agreement stating:

**"It was contended by the Respondent that this was nothing more than a payment of a sum of money by way of a compromise of litigation, and that such contracts have been upheld. We do not so construe the agreement. It was a promise to pay... for the concealment of a fact from the court and the parties material to the rights of said parties, and which it was her duty to make known. Such a contract was against public policy . . ."**

22. And in Keystone Co. v. Excavater Co., (1933) 290 US 240, the United States Supreme Court stated (at 247):

**"While it is not found, as reasonably as it may be inferred from the circumstances, that from the beginning it was Plaintiffs' intention through suppression of clutter's evidence to obtain decree in the Byers case for use in subsequent infringement suits**

**against these Defendants and others, it does clearly appear that the Plaintiff made the Byers case a part of its preparation in these suits. The use actually made of that decree is sufficient to show that Plaintiff did not come with clean hands with respect to any cause of action in these cases."**

**C. SETTLEMENT AGREEMENTS ARE A FELONY**

**BOTH UNDER CALIFORNIA AND FEDERAL LAW**

23. California Penal Code Section 138 provides payment to a person upon "any understanding or agreement" the person should "not attend" a trial is a crime. Similar language is in 18 U.S. Ca Section 201 (b) (3) and 18 U.S. Ca Section 201 (c) (2).

24. In People v. Dean Richard Pic'l, 31 Cal. 3d 731, 183 Cal. Rptr. 685, 646 P. 2d 847 (1982) the California criminal statute was applied against an attorney creating such an agreement on behalf of his client. Therein it was noted that an agreement to refuse to testify by doing **"everything within my power"** was a crime. [19] The California Supreme Court stated:

**"There is, of course, no talismanic requirement that a Defendant must say 'don't testify' or words tantamount thereto . . . as long as his words or actions support the inference that he. . . sought to prevent or dissuade a potential witness from attending upon a trial . . . a Defendant is properly held to answer (Citations.")** [20](at 740)

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[19] This is exactly what has occurred herein. The contract calls for Armstrong to do everything in his power, even to avoid being amenable to service of process. As stated in Section II D, the fact that one would have to testify if subpoenaed just acknowledges something beyond even Plaintiff's power. In all of the cases cited under Section II, including Pic'l, the deponent could have been subpoenaed and could have been ordered by the court to testify. The crime, or the public policy violation, is the contract to do whatever one can to avoid cooperation, testifying, or attending a trial.

[20] **Graham Berry, counsel for amicus curae, Joseph Yanny, in his brief, page 6, Footnote 4, noting the bizarreness of this motion, cites Alice in Wonderland. Certainly, the status of this case is "upside down." The question should not be whether or not Armstrong should be restrained from**

## D. POWER TO SUBPOENA

25. Plaintiff will argue there is no obstruction of justice because witnesses may be subpoenad and there is no Constitutional right to interview witnesses. But a Defendant does have a Constitutional right to a **fair** trial, the right to interview witnesses who want to be interviewed.[21]

26. Judge Geernaert also noted the vagueness of the requirement not to be amenable to service, stating (Ex F,p22):

**". . . but I'll put it this way -- does that mean that if I were to issue an injunction, then we could have a contempt hearing if he was at a restaurant and the process service came in and he didn't jump up and run away?**

**It is a concept that I feel uncomfortable putting into an order, even though the parties put it into their agreement."**

27. Imagine if this case was set for trial, and Scientology went to all defense witnesses and said here's $10,000 each to get out of town. Is it less an obstruction of justice because Defendants have subpoenaed power? Does it matter the obstruction is part of a settlement?

28. That the contracts say Armstrong may testify when subpoenaed (however, they are suppose to avoid process), is surplusage. It is illusory. It makes no difference if the agreement said, "you can't testify even if you are subpoenaed"

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**voluntarily testifying at any litigation, but whether or not all Scientology lawyers, officers, directors, and employees who participated in the creation, execution, or attempted enforcement of these provisions, through either threats or litigation, should be referred by the court to proper authorities for criminal prosecution.**

[21] These agreements are also ambiguous. For example, if a former spouse seeks custody of a child of a parent residing in Scientology, is this adverse?

because Scientology does not have power to override a subpoena. In cases cited above in which contracts were found unenforceable, (andin the criminal prosecution of Attorney Richard Pic'l), the witness always still could have been subpoenaed. It was an obstruction of justice to agree in substance "to do everything you can" to avoid testifying. [22]

29. To cause witnesses to be interviewed only by deposition is too big of a burden on a non-insured defendant. A defendant has a right to prepare his defense and interview his witnesses in private. It is not the same to say he can go take a deposition with the other side looking over his shoulder, objecting and moving for protective orders. [23]

30. Further, many defendants reside outside California and cannot be subpoenaed to trial. The expense of video-taping depositions out of state is enormous, nor is the affect the same. All of this obstructs justice.

31. An additional loser is the courts. Imagine a trial where Defendant places ten unprepared, non-interviewed witnesses on the stand and begins fishing-type depositions in front of a jury.[24]

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[22] See discussion of Pic'l, supra.

[23] In one case, when witnesses subject to these agreements were subpoenaed, Scientology moved the court to quash the deposition subpoenas on the grounds that they violated the "spirit" of these agreements (Ex.1-CC; Ex. G).

[24] The court, most assuredly, would ask why weren't these witnesses interviewed so relevant questioning could commence. "Well, your honor, we tried, but they were paid money not to speak to us. We're sure they have relevant testimony; we just don't know what it is."

## III. HISTORY

32. In the early 1980's eleven heads of Scientology were sentenaced for conspiracy to obstruct justice.[25]This criminal prosecution produced many Scientology documents which revealed plans to frame governmental officials and other perceived enemies.[26]

33. Other cases confirmed Scientology's "fair game" against its enemies.[27] Scientlogys's intent is to prevent judicially credited witnesses from further testifying. It is respectfully submitted, this court should not approve any obstruction against witnesses being interviewed by defendants in other litigation.[28]

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[25] The guilty included Hubbard's wife. Hubbard could not be found. Kendrick Moxon, one of the attorneys for the Plaintiff, in a stipulated record of evidence, was noted to have provided the F.B.I. with a bogus fingerprint sample of a key Scientologist involved in the covert operations (Exh. H).

[26] The records of these accounts can be verified by reading the affirming decisions in Church of Scientology of California v. Commissioner of Internal Revenue, (1987) 823 F.2d 1310; Church of Scientology v. I.R.S., 792 F.2d 153; In Re Search Warrant 572 F.2d 321; United States v. Heldt, 668 F.2d 1238; United States v. Hubbard, 493 F.Supp. 209.

[27] See Allard v. Church of Scientology, 58 Cal.App.3d 439; Christofferson v. Church of Scientology, 644 P.2d 577; Church of Scientology of Calif v. Commissioner of Internal Revenue, 823 F.2d 310; Wollersheim v. Church of Scientology of California, (1989) 260 CR 331; 212 Ca3d 872, 880, 888-89, pet. for cert. granted, vacated on ohter grounds, on remand 92 D.A.R 3831 March 24, 1992;Church of Scientology v. Armstrong, (1991) 232 Cal.App.3d 1060.

[28] Plaintiff relies on a non-citable slip opinion in Wakefield v. Church of Scientology. The opinion does not state what the contract provides, nor what is restrained. Wakefield was not represented by counsel and did not participate in the appeal (brought by St. Petersburgh Tiimes). It is not California law. See Declaration of Ford Greene on the Subject of Wakefield v Church of Scientology of California filed 3-19-92.

## IV. SCIENTOLOGY HAS WAIVED THIS REMEDY

34. In paragraph 20 of the subject agreement (Exh. 2-D; Ex. F), written by Plaintiff, states the court in Armstrong I shall retain jurisdiction as the selected forum to enforce the agreement. That is where Scientology went. Judge Geernaert, however, refused to make any order enforcing the agreement because, despite contrary orders, Judge Breckenridge was never given the settlement document to read or review; and by finding Judge Breckenridge would have rejected the settlement, because it violates public policy (Exh. 1-T; Ex. F, p. 52).

35. In other words, Scientology chose Armstrong I as the forum for hearing any motion for injunction or other relief under this contract. The court in Armstrong I denied such relief for enforcement because Scientology had failed to abide Judge Breckenridge's orders to provide the settlement agreement to the court, and because the contract violates law. Thus, by the terms of its own agreement, and by failing to follow the orders of Judge Breckenridge, Scientology lost the right of enforcement.

Respectfully submitted,

Date: May _____, 1992

PAUL MORANTZ and
FORD GREENE
Attorneys for Defendant

**PROOF OF SERVICE BY MAIL**

I am a resident of Los Angeles County, am over the age of eighteen, and not a party to the herein action. My business address is P.O. Box 511, Pacific Palisades, California 90272.

On May 6, 1992, I served the within Exhibits to Opposition for Motion for Preliminary Hearing and on May 7, 1992 I served the Opposition to Motion for Preliminary Hearing on the parties by placing a copy of the same in a sealed envelope with postage thereon and placed the same in the United States mail at Pacific Palisades address as follows:

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I declare that the above is true under the penalty of perjury. Executed on May 6, 1992, at Pacific Palisades, California.

_____
Paul Morantz